



# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

GAIL FARBER, Director

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

July 30, 2013

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

28 July 30, 2013

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

**DELEGATE AUTHORITY FOR  
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT TO  
ENTER INTO MEMORANDUMS OF UNDERSTANDING  
AND ANY SUBSEQUENT AMENDMENTS FOR DEVELOPMENT OF  
ENHANCED WATERSHED MANAGEMENT PROGRAMS OR  
WATERSHED MANAGEMENT PROGRAMS AND  
COORDINATED INTEGRATED MONITORING PROGRAMS  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

### **SUBJECT**

This action is to authorize the Chief Engineer of the Los Angeles County Flood Control District or her designee to execute, on behalf of the Los Angeles County Flood Control District, cost-sharing Memorandums of Understanding, including subsequent amendments, for the development of Enhanced Watershed Management Programs or Watershed Management Programs and Coordinated Integrated Monitoring Programs with other Permittees under the National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit. Development of the aforementioned programs enables compliance with the Municipal Separate Storm Sewer System Permit.

### **IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Find that the proposed action in the recommendation below is exempt from the California Environmental Quality Act for the reasons stated in this letter and in the record of the project.
2. Authorize the Chief Engineer of the Los Angeles County Flood Control District or her designee to

execute, on behalf of the Los Angeles County Flood Control District, cost-sharing Memorandums of Understanding substantially similar to the enclosed Memorandum of Understanding, including subsequent amendments, provided that (a) the Los Angeles County Flood Control District's total cost-share for each Memorandum of Understanding, including subsequent amendments, does not exceed \$550,000, which includes a 10 percent contingency, and (b) the aggregate cost to the Los Angeles County Flood Control District for all of the Memorandums of Understanding does not exceed \$3,000,000. The Memorandums of Understanding are for the development of Enhanced Watershed Management Programs or Watershed Management Programs and Coordinated Integrated Monitoring Programs, which are compliance alternatives in the National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit. The Memorandums of Understanding will be between the Los Angeles County Flood Control District and other participating Permittees in the various watershed groups that have formed to collaboratively develop the aforementioned programs. Participating in these Memorandums of Understanding will allow the Los Angeles County Flood Control District to comply with its obligations under the National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On December 28, 2012, the new National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit (MS4 Permit) became effective. Unlike previous permits, the new MS4 Permit encourages the 86 Permittees (including the Los Angeles County Flood Control District (LACFCD)) to collaborate with one another in the development of planning strategies and projects to comply with the Permit. The Permit allows a Permittee three alternative methods to comply with the provisions of the Permit. Permittees were required to notify the California State Water Resource Board – Los Angeles Region (Regional Board) of their intended compliance method by June 28, 2013. The three compliance alternatives were presented to the Board by the Los Angeles County Department of Public Works (Public Works) on June 18, 2013, with a recommendation to notify the Regional Board of its intent to develop Enhanced Watershed Management Programs (EWMPs), Watershed Management Programs (WMPs), and Coordinated Integrated Monitoring Programs (CIMPs) collaboratively with other Permittees, in lieu of developing individual programs. The Board granted the authorization.

On June 18, 2013, the Board authorized Public Works to submit letters to the Regional Board stating the LACFCD's intent to collaborate with other Permittees in the development of collaborative compliance programs. A total of 70 Permittees (including the LACFCD) notified the Regional Board of their intent to develop EWMPs, WMPs, and CIMPs and formed 18 watershed groups to develop the aforementioned programs. The LACFCD will participate in 17 of the 18 watershed groups. In order to begin development of the compliance programs, the LACFCD will need to enter into Memorandums of Understanding (MOUs) with the other members of their watershed groups.

The purpose of the recommendations are to find that the recommended action is exempt from the California Environmental Quality Act (CEQA) and authorize the Chief Engineer of the LACFCD or her designee to execute, on behalf of the LACFCD, cost-sharing MOUs substantially similar to the enclosed MOU, and amendments to the MOUs, for the collaborative funding and development of EWMPs, WMPs, and CIMPs to comply with the MS4 Permit. The LACFCD's total cost-share for each MOU, including subsequent amendments, will not exceed \$550,000, which includes a 10 percent contingency. The MOUs will establish the conditions under which the LACFCD and other participating Permittees in each MOU will collaborate in the development of the respective EWMP or WMP and CIMP. Examples of potential amendments to the initial MOUs include, but are not limited to, the following: changes to number of Permittees participating in a watershed group and changes

to the Scope of Work due to environmental requirements or clarifications of the MS4 Permit requirements by the Regional Board. Each watershed group will have an MOU to be executed by the participating Permittees.

Participating in the development of the EWMPs, WMPs, and CIMPs is part of the LACFCD's ongoing program to comply with the requirements of the MS4 Permit. Once completed and approved by the participating Permittees, the EWMPs, WMPs, and CIMPs will be submitted by each group to the Regional Board for review and approval, in compliance with the MS4 Permit.

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provisions of Operational Effectiveness (Goal 1). The recommended actions support the development of a cooperative partnership with local agencies to provide a public service in an effective and efficient manner.

### **FISCAL IMPACT/FINANCING**

There is no impact to the County General Fund.

In aggregate, the LACFCD's cost to collaborate in the development of the aforementioned programs will not exceed \$3,000,000. This not to exceed cost includes consultant support, contract administration, and contingencies. One million five hundred thousand (\$1,500,000) dollars is available in the Fiscal Year 2013 14 Flood Fund Budget. The remainder will be requested in the Fiscal Year 2014-15 Flood Fund Budget.

In the watershed groups that the LACFCD participates, the LACFCD will contribute 10 percent of the cost to develop each EWMP or WMP and CIMP. The County's and other participating Permittees' fair share of the cost to develop these programs will be agreed upon within each watershed group and reflected in each MOU. Costs are expected to be distributed based on the land area over which each Permittee has jurisdiction or responsibility.

Each group will determine when the participating Permittees will provide the funds required to develop the programs. Some groups are expected to require participating Permittees to provide their full share of the cost once the MOU is signed. Other groups are expected to distribute the cost among the years it will take to develop the programs, namely Fiscal Years 2013-14 to 2014-15, based on the deadlines in the MS4 Permit.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Each MOU will identify the party that will act as Contract Administrator and will be responsible for retaining consultant support to prepare the appropriate programs for the parties to the MOU. The LACFCD will not be acting as Contract Administrator for any of the watershed groups. Most MOUs will identify the specific not to exceed cost to the LACFCD and each of the other participating Permittees. However, the total cost to the LACFCD to enter into the initial MOUs and any subsequent amendments would not exceed the total authorization in this Board letter. We will return to the Board to request additional funds beyond the authorization obtained through this action, if needed.

The enclosed MOU is a representative example, typical of the Agreements the LACFCD will be executing. It has been reviewed and approved as to form by County Counsel.

## **ENVIRONMENTAL DOCUMENTATION**

The proposed cost-sharing MOUs are categorically exempt from CEQA. The MOUs set forth how the participating Permittees will fund the preparation of EWMPs, WMPs, and CIMP. These programs will be developed by consultants paid pursuant to these cost-sharing MOUs. The MOUs to fund these consultants' activities are within a class of projects that has been determined not to have a significant effect on the environment in that they meet the criteria of Section 15306 of the CEQA Guidelines and Class 6 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G, dealing with data collection, research, experimental management, and resource evaluation activities that will not result in a serious or major disturbance to an environmental resource. These activities are part of studies leading to possible future actions, which the LACFCD has not approved, adopted, or funded.

As part of the studies, some consultants may engage in soil analysis, drilling, boring, trenching, backfilling, and other testing. These activities are within a class of projects that has been determined not to have a significant effect on the environment in that they meet the criteria of Section 15304 of the CEQA Guidelines dealing with minor alterations to land that do not involve the removal of healthy, mature, and scenic trees and Class 4(k) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. These activities will not occur in a sensitive environment and there are no cumulative impacts, unusual circumstances, or other limiting factors that would make these exemptions inapplicable, based on the project records.

## **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

There will be no negative impact on current services.

## **CONCLUSION**

Please return one adopted copy of this letter to the Chief Executive Office, Community and Municipal Services Cluster and one copy to the Public Works, Watershed Management Division.

Respectfully submitted,



GAIL FARBER

Director

GF:GH:sw

Enclosures

c: Chief Executive Office (Rita Robinson)  
County Counsel  
Executive Office

## MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITY OF CALABASAS AND PARTICIPATING AGENCIES  
(CITIES OF AGOURA HILLS, HIDDEN HILLS, AND WESTLAKE VILLAGE, AND  
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND COUNTY OF LOS ANGELES)

REGARDING THE ADMINISTRATION AND COST SHARING FOR DEVELOPMENT OF THE  
MALIBU CREEK WATERSHED ENHANCED WATERSHED MANAGEMENT PROGRAM AND  
COORDINATED INTEGRATED MONITORING PROGRAM

This Memorandum of Understanding (MOU), made and entered into as of the date of the last signature set forth below by and between the CITY OF CALABASAS, a municipal corporation (CITY), and PARTICIPATING AGENCIES (Cities of Agoura Hills, Hidden Hills, and Westlake Village and Los Angeles County Flood Control District (LACFCD) and County of Los Angeles). Collectively, these entities shall be known herein as "PARTIES" or individually as "PARTY."

### WITNESSETH

WHEREAS, the Los Angeles Regional Water Quality Control Board (Regional Board) adopted the National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit (MS4 Permit) (Order No. R4-2012-0175); and

WHEREAS, the MS4 Permit became effective on December 28, 2012, and requires that the LACFCD, County of Los Angeles, and 84 of the 88 cities (excluding Avalon, Long Beach, Palmdale, and Lancaster) within the County of Los Angeles comply with the prescribed elements of the MS4 Permit; and

WHEREAS, the PARTIES have agreed to collaborate on the compliance of certain elements of the MS4 Permit and have agreed to a cost sharing formula based on Land Area with a Base Fee, attached hereto as Exhibit A and made part of this MOU; and

WHEREAS, the PARTIES agree that each shall assume full and independent responsibility for ensuring its own compliance with the MS4 Permit despite the collaborative approach of this MOU; and

WHEREAS, the PARTIES collaboratively prepared a final Scope of Work and Request for Proposal to obtain a Consultant to assist the PARTIES with compliance with certain elements of the MS4 Permit; and

WHEREAS, the PARTIES propose for the Consultant to prepare and deliver a Final Work Plan, an Enhanced Watershed Management Program (EWMP), and a Coordinated Integrated Monitoring Program (CIMP) (collectively, PLANS) in compliance with certain elements of the MS4 Permit, at a total cost of approximately six hundred thousand dollars (\$600,000); and

WHEREAS, the PARTIES have determined that hiring a Consultant to prepare and deliver the PLANS will be beneficial to the PARTIES and they desire to participate and will provide funding in accordance with the cost allocation on Exhibit A; and

WHEREAS, the CITY will act on behalf of the PARTIES in the preparation of the PLANS.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the PARTIES, and of the promises contained in this MOU, the PARTIES agree as follows:

- (1) Recitals: The recitals set forth above are fully incorporated as part of this MOU.
- (2) Purpose: The purpose of this MOU is to cooperatively fund the preparation and submittal, to the Regional Board, of the PLANS.
- (3) Voluntary: This MOU is voluntarily entered into for the purpose of preparing and submitting to the Regional Board the PLANS.
- (4) Terms: This MOU shall become effective on the latest date of execution by a PARTY and shall remain in effect until (i) the Regional Board's final approval date of the last outstanding portion of the PLANS, (ii) the CITY has provided the PARTIES with an accounting as set forth in paragraph (5)f, and (iii) the PARTIES have paid all outstanding invoices.
- (5) The CITY shall provide the services and performance as follows:
  - a. Upon final execution of this MOU, the CITY shall invoice the PARTIES for their share of the cost for the preparation and delivery of the PLANS as described in Exhibit A.
  - b. The CITY shall solicit proposals for, award, and administer a Consultant contract for the preparation and delivery of the PLANS.
  - c. The CITY will be compensated for the administration of the Consultant contract in the amount ten percent (10%) of the total contract amount.
  - d. The CITY shall utilize the funds deposited by the PARTIES only for the Consultant Contract and the Contract Administration Fee.
  - e. The CITY shall provide the PARTIES with an electronic copy of the completed PLANS.
  - f. The CITY shall provide an accounting upon the early termination of this MOU pursuant to paragraph (6)p or 60 days after the date the Regional Board gives final approval for the last outstanding portion of the PLANS. The CITY shall return the

unused portion of all funds deposited with the CITY in accordance with the cost allocation formula set forth in Exhibit A.

- g. The CITY shall notify the PARTIES if the actual cost of the preparation of the PLANS will exceed the cost estimates shown on Exhibit A and obtain approval of the increase from all PARTIES. Upon approval of the cost increase by the PARTIES, City will invoice the PARTIES per cost allocation formulas on Exhibit A.
- h. The CITY shall instruct the Consultant to not submit any PLANS to the Regional Board unless and until the PLANS have been approved, in writing, for submittal by all PARTIES to this MOU, which approval will not be unreasonably withheld, excepting only any PARTY who has withdrawn from this MOU, .

(6) THE PARTIES FURTHER AGREE:

- a. To make a full faith effort to cooperate with one another to achieve the purposes of this MOU by providing information about project opportunities, reviewing deliverables in a timely manner, and informing their respective administrators, agency heads, and/or governing bodies.
- b. To fund the cost of the preparation and delivery of the PLANS and to pay the CITY for the preparation and delivery of the PLANS within 60 days of receiving an invoice. Funding shall be as specified in Exhibit A.
- c. To grant reasonable access rights and entry to the CITY and the Consultant during the terms of this MOU to the PARTY'S facilities (i.e. storm drains, channels, catch basins, properties, etc.) (collectively, THE FACILITIES) to achieve the purposes of this MOU, provided, however, that prior to entering any PARTY'S FACILITIES, the CITY or their Consultant shall secure a permit of entry from the applicable PARTY.
- d. The CITY shall require the Consultant retained pursuant to this MOU to agree to indemnify, defend, and hold harmless each PARTY, its special districts, elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert fees), arising from or connected with the Consultant's performance of its agreement with CITY. In addition, the CITY shall require the Consultant to carry, maintain, and keep in full force and effect an insurance policy or policies, and each PARTY, its officers, employees, attorneys, and designated volunteers shall be named as additional insureds on the policy(ies) with respect to liabilities arising out of the Consultant's work.
- e. Each PARTY shall indemnify, defend, and hold harmless each other PARTY, including its special districts, elected and appointed officers, employees, and agents, from and

against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the respective acts of each PARTY arising from or related to this MOU; provided, however, that no PARTY shall indemnify another PARTY for that PARTY's own negligence or willful misconduct.

- f. In light of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the PARTIES hereto, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, shall assume the full liability imposed upon it or any of its officers, agents, or employees, by law for injury caused by any act or omission occurring in the performance of this MOU to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above stated purpose, each PARTY indemnifies, defends, and holds harmless each other PARTY for any liability, cost, or expense that may be imposed upon such other PARTY solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.
- g. The PARTIES are, and shall at all times remain as to each other, wholly independent entities. No PARTY to this MOU shall have power to incur any debt, obligation, or liability on behalf of any other PARTY unless expressly provided to the contrary by this MOU. No employee, agent, or officer of a PARTY shall be deemed for any purpose whatsoever to be an agent, employee, or officer of another PARTY.
- h. Any notices, bills, invoices, or reports relating to this MOU, and any request, demand, statement, or other communication required or permitted hereunder shall be in writing and shall be delivered to the representatives of the PARTIES at the addresses set forth in Exhibit B.
- i. This MOU shall be binding upon, and shall be to the benefit of the respective successors, heirs, and assigns of each PARTY; provided, however, neither PARTY may assign its respective rights or obligations under this MOU without the prior written consent of the other PARTIES.
- j. This MOU is governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.
- k. If any provision of this MOU shall be determined by any court to be invalid, illegal, or unenforceable to any extent, the remainder of this MOU shall not be affected, and this MOU shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this MOU.



- l. All PARTIES have been represented by counsel in the preparation and negotiation of this MOU. Accordingly, this MOU shall be construed according to its fair language. Any ambiguities shall be resolved in a collaborative manner by the PARTIES and shall be rectified by amending this MOU as described in paragraph (6)o.
- m. Each of the persons signing below on behalf of a PARTY represents and warrants that he or she is authorized to sign this MOU on behalf of such PARTY.
- n. Each PARTY shall have no financial obligation to the other PARTIES of this MOU, except as herein expressly provided.
- o. The terms and provisions of this MOU may not be amended, modified, or waived, except by an instrument in writing signed by all PARTIES.
- p. Early Termination or Withdrawal
  - 1. This MOU may be terminated upon the express written agreement of all PARTIES. If this MOU is terminated, all PARTIES must agree on the equitable redistribution of remaining funds deposited, if there are any, or payment of invoices due at the time of termination. Completed work shall be owned by all PARTIES. Rights to uncompleted work by the Consultant still under contract will be held by the PARTY or PARTIES who fund the completion of such work.
  - 2. A PARTY may withdraw from this MOU upon 60 days written notice to the other PARTIES, subject to full payment of any current and future invoicing from CITY prior to or during the 60-day notice period for its share of the cost set forth in Exhibit A. The effective withdrawal date shall be the sixtieth (60<sup>th</sup>) day after CITY receives the withdrawing PARTY's notice to withdraw from this MOU. Withdrawal from this MOU does not release any PARTY from the obligations set forth in the MS4 Permit.
  - 3. If a PARTY fails to comply with any of the terms or conditions of this MOU, that PARTY shall forfeit its rights to work completed through this MOU, but no such forfeiture shall occur unless and until the defaulting PARTY has first been given notice of its default and a reasonable opportunity to cure the alleged default.

IN WITNESS WHEREOF, the PARTIES hereto have caused this MOU to be executed by their duly authorized representatives and affixed as of the date of signature of the PARTIES:

CITY OF CALABASAS

By \_\_\_\_\_  
NAME, MAYOR

\_\_\_\_\_  
Date

ATTEST:

By \_\_\_\_\_  
MARICELA HERNANDEZ, MMC  
CITY CLERK

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

By \_\_\_\_\_  
SCOTT H. HOWARD, INTERIM CITY ATTORNEY

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
GAIL FARBER  
Director of Public Works

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

John F. Krattli  
County Counsel

By \_\_\_\_\_  
Deputy

\_\_\_\_\_  
Date

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

By \_\_\_\_\_  
GAIL FARBER  
Chief Engineer

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

John F. Krattli  
County Counsel

By \_\_\_\_\_  
Deputy

\_\_\_\_\_  
Date

CITY OF AGOURA HILLS

By \_\_\_\_\_  
Denis Weber, Mayor

\_\_\_\_\_  
Date

ATTEST:

By \_\_\_\_\_  
Kimberly Rodrigues, City Clerk

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

By \_\_\_\_\_  
Candice K. Lee, City Attorney

\_\_\_\_\_  
Date

CITY OF HIDDEN HILLS

By \_\_\_\_\_  
Steve Freedland, Mayor

\_\_\_\_\_  
Date

ATTEST:

By \_\_\_\_\_  
Cherie L. Paglia, City Manager

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

By \_\_\_\_\_  
Roxanne M. Diaz, City Attorney

\_\_\_\_\_  
Date

CITY OF WESTLAKE VILLAGE

By \_\_\_\_\_  
Philippa Klessig, Mayor

\_\_\_\_\_  
Date

ATTEST:

By \_\_\_\_\_  
Beth Schott, City Clerk

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

By \_\_\_\_\_  
Terence Boga, City Attorney

\_\_\_\_\_  
Date

**EXHIBIT A****Malibu Creek Watershed EWMP Funding Contributions****Table 1: Project Cost**

<b>Project Component</b>	<b>Cost</b>
Consultant Contract	\$600,000
Contract Administration Fee (10 Percent of Consultant Contract)	\$60,000
<b>Total</b>	<b>\$660,000</b>

The LACFCD will contribute 10 percent of the total project cost. Ten (10) percent of the remaining 90 percent of the total project cost will be distributed equally between the other PARTIES (i.e., the Cities of Agoura Hills, Calabasas, Hidden Hills, and Westlake Village; the County of Los Angeles; and Caltrans\*); this shall be known as the Base Fee. The remaining balance will be distributed based on the percent of the combined land area for which each PARTY is responsible.

**Table 2: Agency Contributions**

<b>Party</b>	<b>Base Fee</b>	<b>Land Area (Acres)</b>	<b>Percent of Land Area</b>	<b>Contribution Based on Land Area</b>	<b>Total</b>
LACFCD	N/A	N/A	N/A	N/A	<b>\$66,000</b>
City of Agoura Hills	\$11,880	5,178	15.7%	\$83,903.94	<b>\$95,783.94</b>
City of Calabasas	\$11,880	4,941	15.0%	\$80,063.61	<b>\$91,943.61</b>
City of Hidden Hills	\$11,880	105	0.3%	\$1,701.41	<b>\$13,581.41</b>
City of Westlake Village	\$11,880	3,540	10.7%	\$57,361.91	<b>\$69,241.91</b>
County of Los Angeles	\$11,880	19,228	58.3%	\$311,569.13	<b>\$323,449.13</b>
Caltrans *					<b>TBD</b>
State Land Conservancy **	-	-	-	-	<b>TBD</b>
State Parks **	-	-	-	-	<b>TBD</b>
National Park Service **	-	-	-	-	<b>TBD</b>
<b>Total</b>	<b>\$59,400</b>	<b>32,992</b>	<b>100%</b>	<b>\$534,600</b>	<b>\$660,000</b>

\* Caltrans will enter into a separate agreement with CITY.

\*\* This MOU shall be amended when National and State agencies decide to share the cost.



Table 4: Total Project Contributions

Invoicing	1 <sup>st</sup> Invoice (40%) July 2013	2 <sup>nd</sup> Invoice (40%) July 2014	3 <sup>rd</sup> Invoice (20%) January 2015	Total
LACFCD	\$26,400.00	\$26,400.00	\$13,200.00	\$66,000
City of Agoura Hills	\$38,313.58	\$38,313.58	\$19,156.78	\$95,783.94
City of Calabasas	\$36,777.44	\$36,777.44	\$18,388.73	\$91,943.61
City of Hidden Hills	\$5,432.56	\$5,432.56	\$2,716.29	\$13,581.41
City of Westlake Village	\$27,696.76	\$27,696.76	\$13,848.39	\$69,241.91
County of Los Angeles	\$129,379.65	\$129,379.65	\$64,689.83	\$323,449.13
Total	\$264,000	\$264,000	\$132,000	\$660,000

Payment plan is optional. Any Agency may pay the full amount in July 2013.

**Malibu Creek Watershed EWMP  
Responsible Agencies Representatives**

1. City of Agoura Hills  
30001 Lady Face Court  
Agoura Hills, 91301  
Party Representative: Kelly Fisher, Public Works Project Manager  
E-mail: [kfisher@ci.agoura-hills.ca.us](mailto:kfisher@ci.agoura-hills.ca.us)  
Phone: (818) 597-7338  
Fax: (818) 597-7352
2. City of Calabasas  
100 Civic Center Way  
Calabasas, CA 91302  
Party Representative: Alex Farassati  
E-mail: [afarassati@cityofcalabasas.com](mailto:afarassati@cityofcalabasas.com)  
Phone: (818) 224-1680  
Fax: (818) 225-7338
3. City of Hidden Hills  
6165 Spring Valley Road  
Hidden Hills, CA 91302  
Party Representative: Joe Bellomo  
E-mail: [jbello@willdan.com](mailto:jbello@willdan.com)  
Phone: (805) 279-6856  
Fax: (818) 719-0083
4. City of Westlake Village  
31200 Oak Crest Drive  
Westlake Village, 91361  
Party Representative: Joe Bellomo  
E-mail: [jbello@willdan.com](mailto:jbello@willdan.com)  
Phone: (805) 279-6856  
Fax: (818) 706-1391

5. County of Los Angeles  
Department of Public Works  
Watershed Management Division, 11<sup>th</sup> Floor  
900 South Fremont Avenue  
Alhambra, CA 91803-1331  
Angela George  
E-mail: [ageorge@dpw.lacounty.gov](mailto:ageorge@dpw.lacounty.gov)  
Phone: (626) 458-4325  
Fax: (626) 457-1526

6. Los Angeles County Flood Control District  
Department of Public Works  
Watershed Management Division, 11<sup>th</sup> Floor  
900 South Fremont Avenue  
Alhambra, CA 91803-1331  
Gary Hildebrand  
E-mail: [GHILDEB@dpw.lacounty.gov](mailto:GHILDEB@dpw.lacounty.gov)  
Phone: (626) 458-4300  
Fax: (626) 457-1526